



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8392 Fax: (520) 432-8397 Website: www.cochise.az.gov

Professional Services Agreement

Transportation Services For Pima County Medical Examiner-Forensic Science Center Agreement No. 15-26-BOS-03B

THIS AGREEMENT is made and entered into this February 10, 2015 by and between COCHISE COUNTY, hereinafter referred to as the **COUNTY**, and Jensen's Sierra Vista Mortuary, hereinafter referred to as the Contractor.

I. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide the services described in **Exhibit A**.

II. COMPENSATION AND METHOD OF PAYMENT

In consideration of the performance of the services described in the Scope of Services, the County shall pay the Contractor in accordance with the fee schedule negotiated prior to contract execution, attached herein as **EXHIBIT "B", FEE SUMMARY**.

*** Contractor shall provide an itemized cost breakdown for the provided services. ***

The County will pay the Contractor following the submission of itemized invoices(s) for the services rendered. No payment shall be issued prior to receipt of material or service and correct invoice. Each invoice must bear written certification by an authorized County representative confirming the services for which payment is requested have been performed. County agrees to pay all properly documented invoices, for accepted work within thirty (30) days of receipt.

All notices, invoices and payment shall be made in writing and may be given by personal delivery or by mail. The designated recipients for such notices, invoices and payments are as follows:

Contractor:	Ryan Jensen Jensen's Sierra Vista Mortuary 5155 S. Highway 92 Sierra Vista, AZ 85635
County:	Terry Rutan Cochise County Procurement Department 1415 Melody Lane, Building C Bisbee, AZ 85603

III. CONTRACT DURATION

This agreement shall be in effect from February 10, 2015 through January 31, 2016. This agreement may be renewed for an additional five (5) period in one (1) year increments not to exceed five (5) years, upon mutual agreement of both parties in writing, at which time a renewal contract will be executed. The Contractor shall complete all work to the satisfaction of the County in accordance with the Scope of Services.

IV. TERMINATION

- A. The County may cancel this Contract without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is or becomes, at any time while the Contract or any extension of the Contract is in effect any employee of, or Contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when written notice from the County is received by the parties to this Contract, unless the notice specifies a later time.
- B. This contract may also be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving the thirty (30) days written notice to the Contractor. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.
- C. The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise or condition of the contract. The County will issue a written ten (10) day notice of default to the Contractor for acting or failing to act any of the following, in the opinion of the County:
 - 1. Contractor provides personnel who do not meet the requirements of the contract;
 - 2. Contractor fails to adequately perform the stipulations, conditions, or services/specifications required in the contract;
 - 3. Contractor attempts to impose on the County personnel, materials, products, or workmanship that is not of an acceptable quality;
 - 4. Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
 - 5. Contractor fails to make progress in the performance of the requirements of the contract and/or gives the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

V. ENFORCEMENT, LAWS AND ORDINANCES

This agreement shall be enforced under the laws of the State of Arizona. Contractor must comply with all applicable federal, state, and local laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein.

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

VI. INDEPENDENT CONTRACTOR

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint ventures, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

The County will not provide any insurance coverage to the Contractor including Workmen's Compensation coverage.

VII. MODIFICATIONS

This Agreement may only be modified by a written amendment signed by persons duly authorized to enter into contracts on behalf of the County and the Contractor.

VIII. WAIVER

The failure of either party of this Agreement to take affirmative action with respect to any conduct of the other which is in violation of the terms of this contract shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

IX. INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless COCHISE County, a body politic and corporate of the State of Arizona, its board members, officers, employees, agents and other officials from all claims, damages, losses, and expenses, including but not limited to attorney's fees, court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services under this Agreement, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Contractor, or anyone for whose acts Contractor may be liable. COCHISE County reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder.

The amount and type of insurance required shall not in any way be construed as limiting the scope of the indemnification set forth above.

X. INSURANCE

Contractor and subContractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subContractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subContractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The County of Cochise shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The County of Cochise shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. This requirement shall not apply when a Contractor or subContractor is exempt under A.R.S. 23-901, **AND** when such Contractor or subContractor executes the appropriate sole proprietor waiver form.

4. **Professional Liability (Errors and Omissions Liability)** The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Cochise is named as an additional insured, the County of Cochise shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to the Cochise County Procurement Department, attention David Seward, 1415 Melody Lane, Bldg C, Bisbee, Arizona 85603.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than A-VII. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Cochise County Procurement Department, attention David Seward, 1415 Melody Lane Bldg C, Bisbee, Arizona 85603. The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE COUNTY'S RISK MANAGEMENT DIVISION.**

XI. MISCELLANEOUS PROVISIONS

- A. No assignment of this Agreement or subcontract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Procurement Department. All sub contractors shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the sub-Contractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not sub-Contractors are used.
- B. The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information must be referred to the County.
- C. All services, information, computer program elements, reports, and other deliverables which may have a potential patent or copyright value and which are created under this Agreement shall be the property of the County and shall not be used by the Contractor or any other person except with the prior written permission of the County.
- D. This Agreement is subject to the provisions of A.R.S. Sec. 38-511.
- E. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

XII. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Contractor shall further ensure that each sub contractor who performs any work for the Contractor under this contract likewise complies with the State and Federal Immigration Laws.

The County shall have the right at any time to inspect the books and records of the Contractor and any sub contractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of the Contractor's or any sub contractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this contract subjecting the Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a sub contractor, and the subcontract is suspended or terminated as a result, the Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement sub contractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

The Contractor shall advise each sub contractor of the County's rights, and the sub contractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"The Sub contractor hereby warrants that it will at all times during the term of this contract comply with all federal laws applicable to the Sub contractor's employees and with the requirements of A.R.S. §23-214(A). The Sub contractor further agrees that the County may inspect the Sub contractor's books and records to insure that the Sub contractor is in compliance with these requirements. Any breach of this paragraph by the Sub contractor will be deemed to be a material breach of this contract subjecting the Sub contractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section shall be responsibility of the Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of the Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which the Contractor shall be entitled to an extension of time, but not costs.

This Agreement represents the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous verbal and written agreements.

This Agreement is entered into this _____ day of _____ 2014.

CONTRACTOR:

Authorized Signature

Print Name and Title

ATTEST:

Arlethe Rios
Clerk of the Board

APPROVED BY:

COCHISE COUNTY BOARD OF
SUPERVISORS

Pat Call
Chair

REVIEWED BY:

COCHISE COUNTY
PROCUREMENT DEPARTMENT

Terry Rutan

EXHIBIT "A" - SCOPE OF SERVICES

- 1.0 The Contractor and his/her staff, shall provide Morgue Transportation Services for Cochise County in accordance with the specifications, terms, and conditions contained herein.
- 2.0 The Contractor will provide proof that they are licensed and or permitted to transport deceased bodies.
- 3.0 The Contractor shall perform all work in a safe manner with respect and dignity for the deceased, adhering to all County/State safety rules and OSHA Regulations. Requests for service may occur anytime, 24 hours per day seven days per week. County makes no specific guarantee of a minimum or maximum number or transports.
- 4.0 The Contractor shall conduct himself/herself in a professional manner while performing services on behalf of Cochise County and be dressed appropriately. The use of any tobacco products, the use of inappropriate language and any use of radios or other music sources shall not be allowed during the performance of work for Cochise County. If requested the Contractor shall agree to remove a specific individual from the position. Cochise County agrees that such request will not be made without good cause and documentation.
- 5.0 Contractor will arrive at the designated pick up location within one (1) hour of notification by the Law Enforcement Agency if the Contractor's business is located within thirty (30) miles of the pick up location. Contractor will arrive at the designated pick up location with one and a half (1 ½) hours of notification if the Contractor's business is located beyond thirty (30) miles but within sixty (60) miles of the pick up location.
- 6.0 Contractor shall provide at least one (1) clean, properly equipped removal vehicle that is available 24 hours a day. The Contractor shall provide light body bag for each removal and adhere to OSHA regulations regarding potential exposure to blood and body fluids. Heavy duty body bags and red tags will be provided by the law enforcement agency requesting service. Contractor and all employees shall have a valid Arizona driver's license and shall have the physical ability to do the required work as directed by the Deputy. Contractor shall be en route within thirty (30) minutes of a call for removal of deceased individuals.
- 7.0 Contractor shall wait when directed by the Pima County Medical Examiner's office up to one half (½) to one and a half (1 ½) hour(s) to return the body back to Contractor's facility for storage. The funeral home will then notify next of kin. If the body is to remain at the Pima County Medical Examiners Office when the body is released the same Contractor that originally transported the body will be contacted by Pima County Medical Examiner's Office to return to Pima County to bring the body back to their location.
- 8.0 Contractor shall provide storage capacity to store bodies up to 72 hours at no charge.
- 9.0 The Law Enforcement Agency who has jurisdiction will contact the Contractor with a location, information and instructions to pick up human remains and transport those remains to the Pima County Medical Examiners Office in Tucson. One operator is normally sufficient per assignment; however, no more than two operators will be requested by the Sheriff's Office.
- 10.0 The law enforcement agency will contact the Contractor nearest to the site, if the Contractor cannot for any reason transport the body the next nearest Contractor between the site and Pima County's Medical Examiners Office will be notified. Whichever Contractor transports the body will return the body to their funeral home when released and notified by the Pima County Medical Examiners Office.
- 11.0 In those locations with multiple Contractors a rotating schedule shall be used by the requesting agency.
- 12.0 Contractor shall, without additional charge other than for mileage and meals, testify at all civil and criminal proceedings when requested to do so by the County Attorney. Mileage shall be reimbursed at the current IRS rate for mileage. Meals shall be reimbursed at the current Cochise County per diem rates.

EXHIBIT “B” – FEE SUMMARY

The County will pay the Contractor _____ \$320.00 _____ per medical examiner trip.

The County will pay the Contractor _____ \$100.00 _____ per in-county trip

The County will pay the Contractor _____ \$50.00 _____ per day for storage of body.

The County will pay the Contractor _____ \$15.00 _____ per hour for additional wait time at Pima County Medical Examiners Office. Costs will be prorated in fifteen (15) minute intervals.

Contractor shall submit invoices monthly for services rendered.